

Oregon Zoo Concert Promoter

RFP 12-1977

Metro Oregon Zoo

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Jim Gilbert
jim.gilbert@oregonzoo.org
503-220-2453

Procurement Analyst

Karen Slusarenko, CPPB
Karen.slusarenko@oregonmetro.gov
503-797-1809

Notice is hereby given that proposals for RFP 12-1977 for Oregon Zoo Concert Promoter shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on October 19, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

Request for Proposals (RFP 12-1977)

I. INTRODUCTION

The Oregon Zoo, a department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Oregon Zoo Concert Promoter and will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The year 2012 will be the 28th season of summer concerts at the Oregon Zoo (Zoo). There will be up to 18 concerts each season, with a combination of Wednesday “Plus” (discounted or free to members) concerts and hard ticket “Premium” concerts. Concert times are from 6:00 p.m. to 10:00 p.m. Premium concerts have featured mostly nationally-recognized artists that can draw significant crowds (2,700-3,800 people). Concerts are general admission with festival seating on the Zoo’s amphitheatre concert lawn.

The concerts are managed by the Zoo’s Guest Services Division, and the contracted Promoter will work under the direction of predefined Zoo staff.

The schedule for the Oregon Zoo 2011 Concert Series is included in this Request for Proposal as Exhibit A. The schedule is provided in order to demonstrate the quality and variety of concerts offered this past year.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described for a period of three years, with an option to extend the agreement for up to two additional years at Metro’s discretion.

Contractor shall provide the following goods and services for the term of the agreement:

A. Assist Zoo in developing a three to five year concert strategic and tactical plan

- a. Create a SWOT analysis to assist Zoo staff in developing goals for:
 - i. Desired demographic draw
 - ii. Guest experience
 - iii. Optimal concert timing across the season
 - iv. Artist types and match to desired demographic draw
 - v. Regional market competition for desired demographic draw
 1. Venues
 - a. Amenities offered
 2. Market saturation
 3. Pricing comparisons
 - vi. Regional concert trends
 1. Opportunities for Zoo
 2. Threats to Zoo
- b. Identify desired concert goals and outcomes
 - i. Revenue goals
 - ii. Guest experience goals
 - iii. Develop program and musical presentation goals in keeping with the Zoo’s 27 year history of presenting premier outdoor concerts.
 - iv. Maintain familiarity with international, national and regional touring artists that appeal to Family Friendly genre and does not compromise the Zoo’s image and mission.
- c. Review existing concert processes for concert guest admission and service during concerts

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- i. Queuing
 - ii. Seating
 - iii. Access to food services, restrooms and activities
 - iv. VIP experiences
 - d. Plan the following concert season with Zoo staff and Act as liaison between artists & the Zoo
 - e. Establish concert target dates
 - i. Premium
 - ii. Wednesday "Plus"
 - f. Establish concert artist fee target budget
 - g. Identify issues requiring resolution
- B. Research artists and potential concert line-up that supports the established plan and targets.**
- C. Contract with artists and pay artists.**
 - a. Provide copies of all artist contracts to be approved by Zoo in advance
 - b. Submit weekly reports on concert expenses; including receipts, invoices, contracts, and records of payment for all expenses (artist and technical fees, labor, rental, sound systems, lighting and equipment fees and production costs). Final reports and invoices are due within 30 days after the final concert Use project codes, provided by the Zoo, on all invoices to establish budgeting data for each concert
- D. Plan, coordinate and procure**
 - a. Sound equipment
 - b. Lighting
 - c. Stage equipment
 - d. Portable toilets
 - e. Back stage security and technicians
 - f. Provide all request outlined in concert "riders" provided by artist. Certain request for services, such as catering, can be provided through the zoo. All artists will be required to adhere to current Zoo policies (i.e. smoking and alcoholic beverages and spirits).
- E. Assist Zoo with development of marketing strategies and materials and concert logistics.**
 - a. Attend meetings regarding concert marketing
 - b. Attend concert meetings upon request
- F. Support and advise the Zoo in ticket sales to concert events**
 - a. Recommend options for ticket distribution and sales
 - b. Assist in remedying ticket distribution problems
 - c. Consult with Zoo staff regarding ticketing agency. Work with Zoo and ticketing agency as needed to ensure proper selling of tickets. Zoo reserves the right to determine how concert tickets will be sold and distributed.
- G. Attend and support Zoo at each concert events.**
 - a. Serve as the liaison between artist and Zoo while remaining on site during each event.

NOTE: Zoo does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the concert area. Duly authorized representatives of the Zoo, may enter the areas to be used and any other areas of the Zoo at any time and on any occasion without any restrictions. Zoo retains the right at their discretion to deny access to any contractor and service providers they deem necessary in order to maintain a positive experience for concert attendees, Zoo staff and other contractors working on the concert project.

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IV. QUALIFICATIONS/EXPERIENCE

A successful proposal must demonstrate that the applicant possesses the following qualifications and experience:

- A. Experience/expertise in booking a variety of touring acts that will appeal to a diverse audience, with examples of successful, revenue-generating concerts.
- B. Experience/expertise with stage management.
- C. Experience/expertise in business management including marketing.
- D. Experience/expertise in sound systems and sound level monitoring.
- E. Experience/expertise with outdoor concert lighting
- F. Experience/expertise with concert publicity.
- G. Experience/expertise with concert security.
- H. Experience/expertise with problem solving, especially in a non-profit situation.
- I. Demonstrated understanding of corporate sponsor relationships.
- J. Demonstrated understanding of volunteer dynamics.

V. PROJECT ADMINISTRATION

Metro's project manager, Jim Gilbert, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Eight (8) physical copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:
Metro Procurement Services
Attn: Karen Slusarenko RFP 12-1977
600 NE Grand Avenue
Portland, OR 97232-2736

One PDF electronic copy of the proposal shall be emailed to: karen.slusarenko@oregonmetro.gov

- B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Karen Slusarenko, Karen.slusarenko@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on October 12, 2011.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In

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Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than fifteen (15) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. Two copies of the proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Work plan and schedule should include expectations as to when marketing should begin and when tickets go on sale.

C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, telephone number, attendance number and photographs of the event. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles. Provide a list of artists that your firm has booked over the last five years within the Pacific Northwest. (not sure what North West meant under the criteria but this is my guess)

E. Cost/Budget: Present the proposed cost of the project and proposed method of compensation (fixed-costs and variable) and bonus structure if applicable. Responding firms may propose more than one method of compensation, which shall each be clear and complete. Metro reserves the right to select the form of compensation that is deemed to be most advantageous to the agency. List hourly rates for

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personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed.

F: Diversity in Employment and Contracting

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

G Sustainable Business Practices

- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

H. Exceptions to Standard Agreement and RFP

Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

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- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 15 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Work Plan/Approach	
1. Demonstration of understanding of the entertainment business	25%
2. Performance methodology	
3. Booking talent suitable for Family Friendly genre	
 Experience	
1. Staff experience	25%
2. References of past clients	
3. Similar projects with comparable venues	

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Budget/Cost Proposal	30%
1. Projected cost/benefit of proposed work plan/approach	
2. Proposed methodology of compensation	
Diversity	10%
1. Work Force Diversity	
2. Diversity in Contracting	
3. Diversity of Firm	
Sustainable Business Practices	10%
1. Environmental Impact	
2. Support of local business and markets	
3. Employee compensation structure	
	Total 100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



Personal Services Agreement

For Personal Service Agreements \$50,000 & Up

Metro Contract No. XXXXXX

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 15 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. **Ownership of Documents and Maintenance of Records.** Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and



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Portland, OR 97232-2736
503-797-1700

Personal Services Agreement

Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.



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Portland, OR 97232-2736
503-797-1700

Personal Services Agreement

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



Metro

600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Scope of Work – Attachment A

Metro Contract No. XXXXXX

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Oregon Zoo Guest Services, Attention: Accounts Payable, 4001 SW Canyon Road, Portland, OR 97221. Payment shall be made by Metro on a Net 15 day basis upon approval of Contractor invoice.

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Exhibit A Oregon Zoo 2011 Concert Series

6/23	Taj Mahal with Joan Osborne	\$24.00
6/25	Mary Chapin Carpenter with Marc Cohn	\$24.00
7/8	AfroCubism	\$19.00
7/13	Plena Libre with Ricardo Lemvo & Makina Loca	*\$14.00
7/22	Indigo Girls with Mount Mariah	\$24.00
7/24	Los Lobos with Los Lonely Boys	\$26.00
7/28	Matisyahu with Tea Leaf Green	\$22.00
7/29	Chris Isaak	\$39.00
7/30	Brandi Carlile with Ivan & Alyosha	\$26.00
7/31	Béla Fleck & the Flecktones The Original Lineup (8:30 p.m.) with Bruce Hornsby and the Noisemakers (playing first, at 6 p.m.)	\$26.00
8/3	Big Bad Voodoo Daddy	*\$14.00
8/7	George Thorogood & the Destroyers with the Stone Foxes	\$24.00
8/10	Imelda May	*\$14.00
8/11	Grammy Winner Peter Frampton	\$27.50
8/12	k.d. lang and The Siss Boom Bang with the Secret Sisters	\$36.00
8/13	The Go-Go's "Ladies Gone Wild" Tour with Girl in a Coma	\$24.00
8/18	Miranda Cosgrove	\$25.00
8/19	The Carolina Chocolate Drops & the Be Good Tanyas	\$19.00
8/20	Aimee Mann with The Weepies	\$20.00
8/27	Huey Lewis & The News	\$39.00

**Free to Oregon Zoo Members at the "Plus" level and above.*